

**NEBRASKA DEPARTMENT
OF INSURANCE**

FILED

CAUSE NO. A-1825

JURISDICTION

STIPULATIONS OF FACT

1. The Department initiated this administrative proceeding by filing a petition styled State of Nebraska Department of Insurance vs. Anita Greenwood, Cause Number A-1825, on

August 6, 2009. A copy of the petition was served upon the Respondent at the Respondent's address registered with the Department by certified mail, return receipt requested.

2. Respondent is alleged to have violated Neb. Rev. Stat. §§44-4053(2)(a), 44-4053(2)(b), 44-4059(1)(b), 44-4059(1)(h), as a result of the following conduct:

a. On April 30, 2009, the insurance agency license for First Americans Insurance Service ("FAIS") ceased due to a lack of renewal and of a designated producer. The former designated producer(s), Stella Levea and James Masat voluntarily relinquished their insurance licenses and said licenses were subsequently revoked pursuant to an order issued by the Department of Insurance in A-1807. At the relevant time, the agency itself was under the control of a bankruptcy trustee, Thomas Stalnaker ("Stalnaker"). Stalnaker was aware that the Department was not going to renew the license of FAIS due to the lack of a designated producer.

b. In an email sent on May 4, 2009, Respondent indicated the following:

"The Creditors and Employees, along with Jim and Stella are still working vigorously to get everyone back on track. The Creditors are adamantly interested in structuring a purchase so we can resume normal business operations. As previously mentioned, their intent is the purchase will include some type of take over of current claims."

The email was sent by Respondent and was on a FAIS e-mail form. Respondent's name appeared on the email as the signatory.

c. On May 5, 2009, an email from Respondent, on a FAIS email form, the Subject of which was identified as "FNCP Notice" in which Respondent's name appeared on the email as the signatory stated:

"Some of you may have received a notice from Tom Stalnaker, Trustee for the FAIS Chapter 11 reorganization, referencing the financial position of FNCP and suggesting that policies be replaced. This attachment will provide some pertinent information for you regarding a continuation plan for the purchase of FNCP & FAIG products and the assumption of the claims liabilities."

"We value greatly the business relationship which we have made over many years. Our office has been open each day and licensed agents/employees remain in a position to assist you with your insurance programs. We will be happy to direct you to our professional associates and affiliates if you wish to look for alternate companies."

- d. On June 1, 2009, another email was sent by Respondent on a FAIS e-mail form in which Respondent's name appeared on the email. In that email, she indicated that an offer was made to the [FAIS] trustee for FAIG, that the trustee verbally accepted the offer that Masat and Levea met with the reinsurance broker about reinsurance, that they are on board with the proposed sale and will continue to provide property and casualty reinsurance currently, during the transition and into the future in the event of the sale and that the sale of FAIG would include the current FAIS/FAIG/FNCP management and staff continuing to provide "...the insurance service and support you have come to rely on as a long-time client of First Americans Insurance."

3. Respondent was informed of her right to a public hearing. Respondent waives that right, and enters into this Consent Order freely and voluntarily. Respondent understands and acknowledges that by waiving her right to a public hearing, Respondent also waives her right to confrontation of witnesses, production of evidence, and judicial review.

4. Respondent does not admit to the allegations contained in the Petition and expressly denies the allegations contained in the Petition and that any action or inaction on her part including, but not limited to those recited above, violates any statute, regulation or other law. Respondent further alleges that at no time was she advised by the Bankruptcy Trustee that she was not to use her FAIS e-mail form. Respondent also expressly rejects the conclusion of the Director of Insurance, as found below, that her actions and/or inactions constitute a violation of Nebraska law, including, but not limited to, the cited statutes. However, in order to settle this matter, Respondent agrees to abide by the terms of this Consent Order.

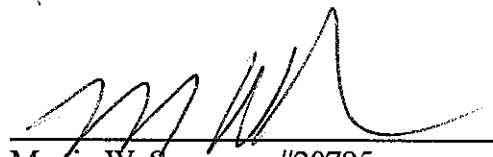
CONCLUSIONS OF LAW

It is the conclusion of the Director of Insurance that Respondent's conduct as alleged above constitutes violations of Neb. Rev. Stat. §§ 44-4053(2)(a), 44-4053(2)(b), 44-4059(1)(b), 44-4059(1)(h).

CONSENT ORDER

It is therefore ordered by the Director of Insurance and agreed to by Respondent, Anita Greenwood, that she shall pay an administrative fine of \$350. The fine shall be paid in total within thirty days after the Director of the Department of Insurance, or her designee, affixes his or her signature to this document and approves said consent agreement. Respondent also agrees to assist and fully cooperate with the Department of Insurance in any manner reasonably requested by the Department including, but not limited to, the providing of information in any matter involving an entity or entities over which the Department of Insurance has jurisdiction and that Respondent has knowledge about that is or may be a violation of Nebraska law that has or may occur. Furthermore, Respondent shall be required to provide testimony in a form determined by the Department in the event of an administrative hearing involving an entity or entities over which the Department of Insurance has or asserts to have jurisdiction and that Respondent has knowledge concerning acts that are or may be a violation of Nebraska law.

The Nebraska Department of Insurance shall retain jurisdiction of this matter for the purpose of enabling the Respondent or the Department to make application for such further orders as may be necessary. If Respondent fails, after the signing of this Consent Order, to perform any of the tasks assigned by this Consent Order, the Department may seek to have Respondent held in contempt of this order. In witness of their intention to be bound by this Consent Order, each party has executed this document by subscribing his or her signature below.

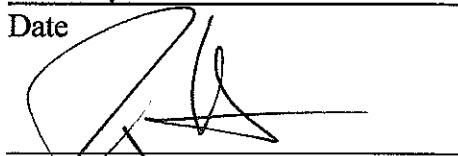


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(402) 471-2201

1/25/10
Date

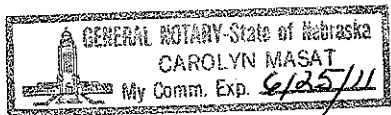

Respondent

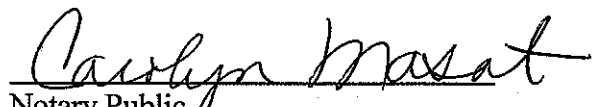
1-14-10
Date


Robert F. Craig, #10819
1321 Jones Street
Omaha, NE 68102
robert@craiglaw.org
(402) 408-6000

State of Nebraska)
County of Dodge) ss.

On this 14 day of January, 2010 Anita Greenwood personally appeared before me and read this Consent Order, executed the same and acknowledged the same to be his voluntary act and deed.

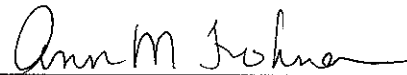



Notary Public

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing Consent Order is adopted as the Final Order of the
Nebraska Department of Insurance in the matter of State of Nebraska Department of Insurance vs.
Anita Greenwood, Cause No. A-1825.

STATE OF NEBRASKA
DEPARTMENT OF INSURANCE



Ann M. Frohman
Director of Insurance

1-26-2010

Date

CERTIFICATE OF SERVICE

I hereby certify that a copy of the executed Consent Order was sent to the Respondent, at
2621 W. Highway 30, P.O. Box 2085, Grand Island, Nebraska 68802, by certified mail, return
receipt requested on this 26th day of January, 2010 and a copy to her counsel, Robert F. Craig,
at 1321 Jones Street, Omaha, Nebraska 68102 on this 26th day of January, 2010.

